



1 b. a U.S. Bank account in defendant MENG's name, with an
2 account number ending in 5324 (the "U.S. Bank 5324 account"); and

3 c. a Bank of America account, in the name of Alton Global
4 Holdings, Inc., with an account number ending in 0649 (the "BofA 0649
5 account").

6 3. D.V. ("Violin Shop 1") was a violin shop located in San
7 Rafael, California.

8 4. M.R.W. ("Violin Shop 2") was a violin shop located in Costa
9 Mesa, California.

10 5. C.H. ("Violin Shop 3") was a violin shop located in Upper
11 Falls, Massachusetts.

12 6. B.V. ("Violin Shop 4") was a violin shop located in
13 Alexandria, Virginia.

14 7. R.C.V. ("Violin Shop 5") was a violin shop located in Los
15 Angeles, California.

16 8. Violin Shop 5 controlled a Chase Bank account ending in
17 7866.

18 B. THE SCHEME TO DEFRAUD

19 9. Beginning no later than in or around August 2020, and
20 continuing until at least in or around April 2023, in Orange and Los
21 Angeles Counties, within the Central District of California, and
22 elsewhere, defendant MENG, knowingly and with the intent to defraud,
23 devised, participated in, and executed a scheme to defraud Violin
24 Shops 1, 2, 3, 4, and 5, and others, as to material matters, and to
25 obtain money and property from Violin Shops 1, 2, 3, 4, and 5, and
26 others, by means of materially false and fraudulent pretenses,
27 representations, and promises, and the concealment of material facts.

28 10. The scheme to defraud operated, in substance, as follows:

1 a. Defendant MENG would reach out to violin shops across
2 the country to express interest in receiving certain violins for a
3 trial period, under the false pretense that he would be testing the
4 violins to determine if he wished to purchase them. Defendant MENG
5 gained the trust of these violin shops by representing himself as a
6 violin collector.

7 b. After receiving a violin on a trial-period basis,
8 defendant MENG would keep the violin beyond the trial period,
9 negotiate a purchase price for the violin, and then provide the
10 violin shop with a check or checks for the violin.

11 c. In fact, as defendant MENG knew, the representations
12 that he made were false and fraudulent in that:

13 i. He had no intention of paying for the violins, or
14 alternatively returning the violins, after the trial periods; and
15 ii. He knew that the check he mailed to the violin
16 shop for payment of the violin would be rejected because he did not
17 have sufficient funds in his bank account.

18 d. After fraudulently obtaining the victim violin shop's
19 violin, defendant MENG would often sell the violin, or attempt to
20 sell it. When selling these violins, defendant MENG fraudulently
21 held himself out as the rightful owner of the violins, despite
22 knowing that he stole them. Defendant MENG often sold violins he
23 obtained for limited trial periods during the trial period itself.

24 e. When a check bounced because of insufficient funds,
25 defendant MENG would send a new check or set of checks to the violin
26 shop, knowing that these checks would also bounce. Defendant MENG
27 would eventually stop communicating with the violin shop
28 representative, or tell the violin shop that he mailed the violin

1 back, but the mail carrier lost it, knowing that he never in fact
2 attempted to mail the violin back, and the mail carrier never in fact
3 had possession of it.

4 **Violin Shop 1**

5 11. On or about January 30, 2023, defendant MENG entered into
6 an agreement with Violin Shop 1 for defendant MENG to take the
7 following three items for a 14-day trial period: (1) a 1913 Caressa &
8 Francais violin, Paris, valued at \$40,000; (2) a CN Bazin violin bow,
9 stamped "P. Blanchard a Lyon," valued at \$12,500; and (3) a Francais
10 Lott violin bow, stamped "Lupot," valued at \$7,500.

11 12. Per the terms of the agreement, defendant MENG agreed to
12 return the three items within 14 days of January 31, 2023, or submit
13 payment for the three items. Defendant MENG did not return the items
14 or submit payment within 14 days of January 31, 2023.

15 13. On or about January 30, 2023, a representative of Violin
16 Shop 1 shipped the violin and violin bows to defendant MENG.

17 14. On or about February 1, 2023, defendant MENG sold the 1913
18 Caressa & Francais violin to Violin Shop 5, located in Los Angeles,
19 California.

20 15. On or about February 14, 2023, defendant MENG sold the
21 Francais Lott violin bow to Violin Shop 5, located in Los Angeles,
22 California.

23 16. On or about March 7, 2023, defendant MENG sent a text
24 message to a representative of Violin Shop 1 stating that he sent
25 half of the amount he owed the shop via registered mail that day and
26 would send the remaining amount in approximately three days.

27 17. On or about March 10, 2023, Violin Shop 1 received a
28 \$28,185 check from defendant MENG, from the U.S. Bank 5340 account.

1 Violin Shop 1 attempted to deposit this check, but the check was
2 returned for insufficient funds.

3 18. On or about March 20, 2023, defendant MENG sent Violin Shop
4 1 another check for \$58,185, from the U.S. Bank 5340 account. A
5 representative of Violin Shop 1 attempted to deposit this check, but
6 the check was returned for insufficient funds.

7 19. On or about March 22, 2023, a representative of Violin Shop
8 1 texted defendant MENG and requested that defendant MENG return the
9 violin and two violin bows.

10 20. On or about March 22, 2023, defendant MENG shipped a case,
11 and one of the two violin bows from a UPS store in Irvine, California
12 to Violin Shop 1 in San Rafael, California.

13 21. On or about March 23, 2023, a representative of Violin Shop
14 1 received defendant MENG's package. The representative texted
15 defendant MENG to inform him that he received only one violin bow and
16 a case, and that the violin and the other bow were missing from the
17 package. Defendant MENG responded, by text, that he "dropped off the
18 UPS package at the front desk."

19 **Violin Shop 2**

20 22. On or about August 18, 2020, defendant MENG entered Violin
21 Shop 2 located in Costa Mesa, California, and purchased a violin bow
22 for \$1,950. Defendant MENG paid for the bow with a check written
23 from his BofA account 0649. This check cleared.

24 23. On or about August 21, 2020, defendant MENG returned to
25 Violin Shop 2 and agreed to purchase a case and two violins -- a
26 French, Ch J.B. Colin Mezin violin, and a German, E.H. Roth Guarneri
27 violin -- for \$13,202.07.

24. Defendant MENG told the owner of Violin Shop 2 that he wanted to pay with two checks, one for \$6,601.07, and one for \$6,601. The owner of Violin Shop 2 agreed, and MENG wrote these two checks from his BofA account 0649, and provided the checks to the owner.

25. On or about August 24, 2020, the owner of Violin Shop 2 attempted to deposit these checks, but they both were returned for insufficient funds.

26. The owner of Violin Shop 2 informed defendant MENG that the two checks were returned due to insufficient funds.

27. On or about September 7, 2020, defendant MENG wrote and delivered to the owner of Violin Shop 2 an additional set of checks from his BofA account 0649. The owner of Violin Shop 2 took these checks to a Bank of America location, and a teller informed the owner that there were not sufficient funds in defendant MENG's BofA account 0649 to cover the checks.

Violin Shop 3

28. On or about January 12, 2023, defendant MENG contacted Violin Shop 3 located in Upper Falls, Massachusetts, through a website submission and expressed interest in receiving a violin for a trial period.

29. On or about January 17, 2023, an employee at Violin Shop 3 agreed to loan defendant MENG a Gand & Bernardel violin, dated 1870, and valued at \$60,000, for a trial period.

30. On or about January 19, 2023, the Violin Shop 3 employee shipped the Gand & Bernardel violin, a C.N. Bazin bow, dated 1905, a Hoyer gold-mounted bow stamped "Leon Picque," and a case to defendant MENG in Irvine, California, via FedEx Overnight.

1 31. On or about February 8, 2023, defendant MENG agreed, via
2 telephone, to purchase the Gand & Bernardel violin for \$50,000.

3 32. On or about February 23, 2023, an employee at Violin Shop 3
4 emailed defendant MENG and requested that defendant MENG send him the
5 case, one of the bows he did not intend to purchase, and a check for
6 the Gand & Bernardel violin.

7 33. On or about February 24, 2023, defendant MENG shipped a
8 package via FedEx from Irvine, California, to Violin Shop 3, which
9 contained the case, one of the two bows, and a check for \$51,136 from
10 his U.S. Bank 5340 account. Violin Shop 3 attempted to deposit this
11 check, but it was returned for insufficient funds.

12 34. On or about March 21, 2023, an employee of Violin Shop 3
13 emailed defendant MENG and asked him to return all loaned items via
14 FedEx Overnight.

15 35. On or about March 22, 2023, defendant MENG sent Violin Shop
16 3 a package via UPS Ground and emailed a UPS Ground receipt to Violin
17 Shop 3.

18 36. On or about March 29, 2023, an employee of Violin Shop 3
19 emailed defendant MENG and told him that Violin Shop 3 received his
20 package, but it only included the "Leon Picque" bow and a case. On
21 or about that same day, defendant MENG and an employee of Violin Shop
22 3 spoke by phone, and defendant MENG misrepresented to the employee
23 that he inadvertently shipped the Gand & Bernardel violin to Amazon.

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25 **Violin Shop 4**

26 37. On or about January 28, 2023, defendant MENG contacted the
27 owner of Violin Shop 4 located in Alexandria, Virginia, via the
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1 shop's website. Defendant MENG represented himself as a violin
2 player and investor, and expressed interest in a violin.

3 38. On or about February 1, 2023, the owner of Violin Shop 4
4 agreed to lend defendant MENG: (1) a Ventapane violin, valued at
5 approximately \$175,000; (2) a Degani violin, valued at approximately
6 \$55,000; and (3) three violin bows, valued at approximately \$5,000
7 each: an E.F. Ouchard bow, a Pierre Guillaume bow, and a Thomas
8 Dignan bow.

9 39. According to the terms of the trial contracts that applied
10 to these items, if the items were not purchased, all of the items
11 were due back to Violin Shop 4 by February 10, 2023.

12 40. On or about February 1, 2023, Violin Shop 4 shipped the
13 violins and the bows to defendant MENG.

14 41. On or about February 7, 2023, defendant MENG sold the
15 Degani violin to Violin Shop 5 in Los Angeles, California, even
16 though defendant MENG did not own the violin. Per defendant MENG's
17 request, the owner of Violin Shop 5 provided defendant MENG with two
18 checks for this transaction: a \$2,500 check, and a \$13,500 check.

19 42. On or about February 7, 2023, defendant MENG cashed the
20 \$2,500 check from Violin Shop 5's Chase 7866 account, and deposited
21 the \$13,500 check into his U.S. Bank 5324 account.

22 43. On or about March 5, 2023, defendant MENG mailed the owner
23 of Violin Shop 4 a check for \$235,234 from the U.S. Bank 5340 account
24 for the Ventapane violin, the Degani violin, and two of the three
25 bows. Violin Shop 4 attempted to deposit this check, and but the
26 check returned for insufficient funds.

27 44. Despite requests from representatives of Violin Shop 4 to
28 return the violins and bows, defendant MENG never returned them.

1 C. USE OF INTERSTATE WIRES

2 45. On or about the following dates, within the Central
 3 District of California, and elsewhere, defendant MENG, for the
 4 purpose of executing the above-described scheme to defraud, caused
 5 the transmission of the following items by means of wire
 6 communications in interstate commerce:

COUNT	DATE	ITEM
ONE	January 31, 2023	Interstate email from defendant MENG to Violin Shop 4 wherein defendant MENG requested that Violin Shop 4 send him the Ventapane violin and the Degani violin on a trial basis.
TWO	March 2, 2023	Interstate email from defendant MENG to Violin Shop 3 attaching a copy of a FedEx receipt.
THREE	March 22, 2023	Interstate email from defendant MENG to Violin Shop 3 attaching a copy of a UPS receipt.
FOUR	January 26, 2023	\$18,500 check from Violin Shop 5 deposited by defendant MENG into his U.S. Bank 5324 account.
FIVE	February 1, 2023	\$5,700 check from Violin Shop 5 deposited by defendant MENG into his U.S. Bank 5324 account.
SIX	February 1, 2023	\$2,500 check from Violin Shop 5 cashed by defendant MENG from Violin Shop 5's Chase 7866 account.
SEVEN	February 7, 2023	\$2,500 check from Violin Shop 5 cashed by defendant MENG from Violin Shop 5's Chase 7866 account.
EIGHT	February 7, 2023	\$13,500 check from Violin Shop 5 deposited by defendant MENG into his U.S. Bank 5324 account.
NINE	February 14, 2023	\$2,000 check from Violin Shop 5 cashed by defendant MENG from Violin Shop 5's Chase 7866 account.

1 COUNT TEN

2 [18 U.S.C. § 2113(a)]

3 On or about April 2, 2024, in Orange County, within the Central
4 District of California, defendant MARK MENG, by intimidation,
5 knowingly took, from the person and presence of another,
6 approximately \$446 belonging to, and in the care, custody, control,
7 management, and possession of, U.S. Bank, located at 4180 Barranca
8 Parkway, Irvine, California, a financial institution, the deposits of
9 which were then insured by the Federal Deposit Insurance Corporation.

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1 FORFEITURE ALLEGATION

2 [18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

3 1. Pursuant to Rule 32.2 of the Federal Rules of Criminal
4 Procedure, notice is hereby given that the United States of America
5 will seek forfeiture as part of any sentence, pursuant to Title 18,
6 United States Code, Section 981(a)(1)(C) and Title 28, United States
7 Code, Section 2461(c), in the event of the defendant's conviction of
8 any of the offenses set forth in this Indictment.

9 2. The defendant, if so convicted, shall forfeit to the United
10 States of America the following:

11 (a) All right, title and interest in any and all property,
12 real or personal, constituting, or derived from, any proceeds
13 traceable to such offense;

14 (b) All right, title, and interest in any firearm or
15 ammunition involved in or used in any such offense; and

16 (c) To the extent such property is not available for
17 forfeiture, a sum of money equal to the total value of the property
18 described in subparagraphs (a) and (b).

19 3. Pursuant to Title 21, United States Code, Section 853(p),
20 as incorporated by Title 28, United States Code, Section 2461(c), the
21 defendant, if so convicted, shall forfeit substitute property, up to
22 the total value of the property described in the preceding paragraph
23 if, as the result of any act or omission of the defendant, the
24 property described in the preceding paragraph, or any portion
25 thereof: (a) cannot be located upon the exercise of due diligence;
26 (b) has been transferred, sold to or deposited with a third party;

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1 (c) has been placed beyond the jurisdiction of the court; (d) has
2 been substantially diminished in value; or (e) has been commingled
3 with other property that cannot be divided without difficulty.

4 A TRUE BILL
5

6 /s/
7 Foreperson

8 E. MARTIN ESTRADA
9 United States Attorney



10
11 MACK E. JENKINS
12 Assistant United States Attorney
13 Chief, Criminal Division

14 MARK WILLIAMS
15 Assistant United States Attorney
16 Chief, Environmental Crimes and
Consumer Protection Section

17 LAURA A. ALEXANDER
18 Assistant United States Attorney
Environmental Crimes and Consumer
Protection Section